

Dubuque Co.      Dubuque Co. Asst. Co. Attorneys Assn.      7/1/2005    6/30/2008

AGREEMENT BETWEEN

DUBUQUE COUNTY

AND

DUBUQUE COUNTY ASSISTANT COUNTY ATTORNEYS' ASSOCIATION

EFFECTIVE JULY 1, 2005

EXPIRES JUNE 30, 2008

## RECOGNITION- ARTICLE 1

- A. The Dubuque County Board of Supervisors, Public Employer, recognizes the Dubuque County Assistant County Attorneys' Association as the exclusive bargaining representative for employees specified in Case Number 2847, Iowa Public Employment Relations Board, rendered on November 7, 1985.
- B. The bargaining unit for purposes of this Agreement consists of that unit designated by the Public Employment Relations Board.

## BULLETIN BOARD - ARTICLE 2

The Personnel Director will provide reasonable space on one bulletin board located in the Personnel Office for official Union notices for this Association and other notices.

## EMPLOYEE STATUS/BENEFIT ELIGIBILITY AND PROBATION PERIOD - ARTICLE 3

The purpose of this Article is to define employee eligibility for benefits outlined in this Agreement.

- 1. Employees within the unit are, because of their professional status, determined to be exempt from the requirements of the Fair Labor Standards Act, and as amended.
- 2. For purposes of this Agreement, permanent full-time employees are defined to be employees who normally are scheduled and work in the office 37 ½ hours per week, and who are credited with 2 ½ hours per week for "on call" time. Full-time employees who do not participate in the "on call" rotation shall work 37 ½ hours per week in the office.
- 3. Permanent part-time employees are defined to be employees who are normally scheduled and work in the office 25 ½ hours per week and who are credited with 2 ½ hours per week "on call time" or who work 28 hours per week in the office if they do not participate in the "on call" rotation.
- 4. Permanent part-time employees who do not meet the above definitions shall not receive benefits under the contract except as specifically required by State or Federal Law.
- 5. Temporary part-time and temporary full-time employees are defined to be employees hired to work for a duration of four consecutive,

continuous months or less. Temporary employees are not eligible for benefits outlined in this agreement.

6. The probation period for new employees shall be the first six months of employment. During the probation period the employee shall have no seniority rights or recourse to the grievance procedure. The County Attorney may terminate probationary employees at any time during the probation period without recourse from the employee. Probationary employees are not eligible for benefits outlined under this agreement. Upon successful completion of the probationary period, the employee shall be entitled to vacation and person days accrued and to sick days accrued by not granted from the initiation of the probationary period. During the probationary period, employees shall not be eligible to receive pay for holidays.
7. Temporary full or part-time employees, and part-time employees who are not eligible for benefits may, from time to time, fill vacancies of permanent full-time employees. Those employees for purposes of benefit eligibility, shall serve the six-month probation period described in Section 6 above, prior to becoming entitled to use vacation, personal days, sick days and holiday pay.

#### SENIORITY ARTICLE 4

- A. The term seniority shall mean the length of service to the County since the employee's last date of hire as a permanent employee, either full-time or part-time, as defined herein.
- B. Seniority shall include time spent in the military in accordance with Section 29A.28, Code of Iowa. Employees shall lose seniority rights under the following condition: Employee quits or retires, is discharged, engages in work while on a paid leave of absence, or is laid off for a period exceeding one year. Employees shall accrue seniority only during the first 30 days while on an approved, unpaid leave of absence.

#### POSITION VACANCIES AND LAYOFF PROCEDURE - ARTICLE 5

##### A. POSITION VACANCIES

1. Permanent job openings in the bargaining unit shall be posted on the bulletin board in the Personnel Department for a period of five working days. Employees within the unit shall be considered first for vacant positions, depending upon qualifications and seniority within the unit.

2. The employee posting into the vacant position shall serve a three-month probationary period. Following the probationary period, the employee shall be considered a permanent employee in the new position, or be returned to his/her former position.
3. For purposes of calculating vacation and sick leave benefits, the employee's original hiring date shall be utilized.
4. Nothing in this article shall preclude the right of the County Attorney to eliminate a position or fill a position at a different level when positions become vacant.

B. LAYOFF PROCEDURE

1. The County Attorney has the discretion to determine the necessity and implementation of a layoff of the work force. If such a layoff is deemed necessary, it will be administered according to unit seniority and classification. Written notices of layoff will be give at least five working days prior to layoff.
2. BUMPING. It is agreed that in the process of bumping during a layoff the number of moves shall be minimized. Therefore the following guidelines shall be in effect:
  - A. Unit seniority will be used to determine the seniority standing of an employee in the event of a layoff.
  - B. An employee slated to be laid off or bumped by another employee shall be given the opportunity to bump into an equal or lower paying classification provided the position is encumbered by a less senior employee. Under no circumstance will an employee be eligible to bump into a higher paying classification unless otherwise provided in this article.
  - C. An employee electing to bump into another position will be allowed to retain that position provided the employee is able to perform the work satisfactorily. If performance is unacceptable following the probationary period, the employee will be laid off with no further bumping privileges, but subject to recall. Unacceptable work performance will be documented by the County Attorney.
  - D. Employees laid off due to bumping shall be accorded the

same rights as employees who were initially affected by the layoff.

- E. Employees displaced from a job as a result of a layoff or bump may exercise bumping option by notifying the Personnel Director in writing within three working days of notification of the layoff, or three days prior to the end of the training period, if employee is training the individual bumping his/her position.
- F. A laid off employee, not the least senior employee in the unit, not eligible to bump an employee with less seniority under the provisions outlined above, may exercise the option to bump the least senior employee in the unit, regardless of classification. These employees shall serve the same probation period as provided above.

- 3. **RECALL.** An employee to be recalled from a layoff shall be so notified as far in advance as possible by certified mail, return receipt requested, mailed to his/her last address as shown in the Personnel Department's record. Any employee so recalled must return within seven consecutive calendar days after receiving such notice, or at a time and date indicated in the notice, whichever is later. Any employee failing to do so shall automatically lose his/her seniority rights and shall be terminated. An employee on layoff who refuses to accept a call back offer to a position which he/she is capable of filling in another pay position which he/she is capable of filling in another pay range or office will be terminated from County employment. Any employee called back to a lower pay range or office other than the one laid off from shall be given first opportunity to return to his/her former status when an opening occurs. An employee shall be considered as having received notice of the recall as of the date such notice is delivered to his/her last known address. It is the employee's responsibility to keep the Personnel Director informed of his/her current address and

phone number. Employees on layoff shall be recalled in order of seniority. Probationary, part-time and seasonal employees have no recall rights.

- C. **VOLUNTARY LAYOFF:** In the event of a "general" layoff, notice may be posted listing the duration of the layoff and the number of persons

to be laid off. At that time, employees shall have three (3) days to voluntarily sign a list to be laid off. In the event more employees sign the list than are slated to be laid off, employees signing the list first shall be given preference.

#### MILITARY LEAVE - ARTICLE 6

- A. Permanent employees of the County, who are members of the national guard, organized reserves or any component part of the military, naval or air forces or nurse corps of this state or nation, or who are or may be otherwise inducted into the military service of this state or of the United States, shall, when ordered by proper authority to active state or federal service, be entitled to a leave of absence from such employment for the period of such active state or federal service, without loss of status or efficiency rating, and without loss of pay during the first thirty days of such leave of absence.
- B. Permanent employees of the County, who are members of the national guard, organized reserves or any component part of the military, naval, or air forces or nurse corps of this state or nation, or who are ordered to temporary active duty for the purpose of military training or ordered on active state service, shall be entitled to a leave of absence during the period of such duty or service from the member's employment. Such period of absence shall be construed as an absence with leave, and shall in no way affect the employee's rights to vacation, sick leave, bonus, or other employment benefits relating to the employee's employment.
- C. In case of military leave of less than thirty (30) days, the employee shall present satisfactory evidence of the requirement of such service, including written orders of Annual Training or of Active Duty for Training, to the employer. The employee shall present satisfactory evidence of the completion of such training upon the request of the County Attorney, who shall furnish a copy to the Personnel Department.
- D. In case of a leave of absence in excess of thirty days for the purpose of military training or duties, the employee shall present satisfactory evidence of the requirement for such service, including written orders, and upon application for reemployment the employee shall present a certificate to the County Attorney relating to the satisfactory completion of military service, who shall furnish a copy of the certificate to the Personnel Department.

- E. In case of a leave of absence in excess of thirty days, the employee shall be restored to his/her former position with the same seniority, status and pay as provided for before the employee's absence.

#### HOURS OF EMPLOYMENT - ARTICLE 7

- A. Specific hours of employees shall be set by the County Attorney.
- B. The County Courthouse is open Monday through Friday, beginning at 8 a.m. and ending at 5 p.m.
- C. In the event of inclement weather such as snow, fog or ice, which might create hazardous traveling conditions to and from an employee's home, an employee may request and receive approval to leave work early or arrive late. The employee may receive pay for the time away from work because of inclement weather conditions, subject to the work within the same pay period, using vacation, personal days or compensatory time if applicable.
- D. Attorneys arriving at work prior to 8:30 a.m. due to morning court obligations may alter their work schedule for a comparable amount of time within the same pay period.

#### OVERTIME - ARTICLE

Employees within this unit are professionals, exempt from the Fair Labor Standards Act, and are therefore not entitled to payment upon termination for accumulated Compensatory Time Off.

Full-time employees shall not accrue compensatory time-off. Part-time employees shall accrue compensatory time-off on an hour for hour basis. Compensatory time shall not be allowed to accumulate in excess of thirty (30) hours. If the County Attorney assigns overtime to a part-time assistant beyond the 30-hour limit, the employee shall be paid at his/her regular rate of pay for the additional hours worked.

#### VACATION - ARTICLE 9

##### A. ACCRUAL

- 1. Employees shall be granted an annual paid vacation for period specified below, based on the following service requirement:

One (1) week after one (1) year  
Two (2) weeks after two (2) years  
Three (3) weeks after five (5) years



Four (4) weeks after ten (10) years  
Five (5) weeks after twenty (20) years

2. A work day/work week shall be construed to mean the normally scheduled work day or work week of the employee.
3. No vacation shall be granted during the first year of service, but upon satisfactory completion of the first year of service, vacation shall accrue to the employee for the full year.
4. Vacation shall not accrue during time on layoffs, suspensions or leaves without pay. All vacation must be used during the seniority year following that in which it was accrued. Vacation accumulation not used during that year will be lost, unless carry over into the first three months of the following seniority year is approved by the County Attorney.
5. Upon voluntary separation from the County, provided that the employee gives at least two (2) weeks notice, accumulated vacation pay for completed years of service will be paid in cash in a lump sum at the hourly rate of the employee on the final paycheck. Vacation will be paid up to the last anniversary date worked.

#### B. REQUESTS

1. Any employee desiring and entitled by the terms of this contract to vacation must submit a written request, at least two (2) weeks in advance of the vacation, to the County Attorney stating the specific time for his/her request for vacation. The request will not affect the efficient operation of services to the County Attorney's office. In cases of emergency, the two (2) week provision may be waived at the discretion of the County Attorney.
2. Seniority shall determine which employee will be given preference for a vacation for written request prior to three (3) months before a vacation for written requests within the three (3) months before a vacation period, if time within that vacation period is still available.
3. Any employee who is on vacation that extends through a holiday shall not be charged for a day or days of vacation for the holiday(s).

#### PERSONAL DAYS - ARTICLE 10

- A. All permanent employees shall be entitled to take three (3) working days of personal leave per year. Working day shall be defined to mean normal

schedule of hours of the employee.

- B. Personal days shall not accumulate from year to year and shall not be paid to the employee upon termination.
- C. Employees shall notify the County Attorney at least five (5) days in advance of their intention to utilize a personal day. In cases of emergency, the five (5) day requirement may be waived.
- D. If an excessive number of employees request the same day off for personal reasons and normal operation of the Office, the County Attorney would restrict the number of employees allowed to utilize leave days, first request will be the sole criterion for determining which employee will be granted time off duty.
- E. All personal leave days shall be taken as full days off duty.

#### SICK LEAVE - ARTICLE 11

##### A. ACCRUAL

- 1. All permanent full-time employees shall accrue sick leave at the rate of 13 days per year; all permanent part-time employees shall accrue 9.2 days per year sick leave, accrued at the rate of 2.5 days per period.
- 2. Time on layoff, suspension or leave without pay shall not be counted in determining a full pay period of service.
- 3. Sick leave shall accrue but not be granted during an employee's probationary period.
- 4. Sick leave may be accumulated to a maximum of 928 hours.

- B. SPECIAL ACCUMULATION. An employee who has accrued the maximum hours of sick leave shall accrue an additional thirty (30) days at the rate of 2 days per month of continuous employment in accordance with this agreement.

The special accumulation may be converted by the County at the employee's regular rate of pay converted to hours and shall be used to pay the employee's normal health insurance premium for up to one year's duration if the following conditions are met:

- 1. An employee must exhaust all regular sick leave accumulation,

vacation accumulation and personal days.

2. An employee must be on an approved unpaid leave of absence for medical purposes

B. FAMILY AND MEDICAL LEAVE ACT

1. An employee on a Family & Medical Act Leave will continue to accrue seniority. However, no benefits will accrue during the period of the leave.
2. An employee may, with the approval of the Personnel Director, hold a specific number of days for pre-approved paid time off. The process for approval or disapproval of the set aside of paid time off days is not subject to the grievance procedure.
3. An employee will be granted twelve weeks of unpaid Family & Medical Leave after sick leave and paid time off has been exhausted. An employee will not be able to utilize paid personal sick leave for care of a family member, except as provided in Article 11, Subsection D, Number 3 of this contract.

D. USAGE

1. Use of sick leave is a privilege that may be granted or denied by the County Attorney. Sick leave may be granted for a period of less than one (1) full day, but not less than (1) hour or multiples of one (1) full hour. Sick leave shall not be paid for more than the employee's normally scheduled hours.
2. Unless the privilege of sick leave is abused, sick leave will be granted in the case of:
  - A. Illness or injury of the employee causing absence from work;
  - B. Acute need on the part of the employee for medical or dental care.
  - C. Medical or dental care for the employee which cannot be deferred until or obtained after working hours of a day off duty. Sick leave will be paid only for approved time off duty within the employee's normally scheduled work day.
  - D. Critical illness, requiring hospitalization of a member of the employee's immediate family. Immediate family shall include

the employee's spouse and/or minor children living in the same household, subject to the limitations below.

3. Sick leave is not intended to provide for practical nursing care of the immediate family. However, an employee may use up to five (5) days of sick leave per calendar year for the serious illness of a member of the employee's immediate family. Immediate family shall include the employee's spouse and/or minor children living in the same household, and family members listed in Article 14A of this contract who are solely dependent upon the employee for health care needs. The employee may also use personal days, vacation and unpaid leave of absence for health care needs of members of the immediate family.
4. An employee who is on sick leave that extends through a holiday period shall not be charged for a day or days of sick leave for the holiday period.
5. REQUESTS: The employee shall be responsible for requesting permission to use sick leave at least one-half ( $\frac{1}{2}$ ) hour prior to the beginning of the work shift. Improper notification by the employee shall be grounds for denial of the sick leave benefit.
6. VERIFICATION: Sick leave shall not be granted for more than three (3) days without satisfactory proof of illness or injury shown either by a statement from the attending physician or other proof satisfactory to the County Attorney. The physician's statement shall contain a diagnosis, a recommendation that the employee be granted leave and when possible, an indication of the length of time it will be necessary for the employee to be absent. In cases where these factors are vague, the County Attorney will obtain necessary information from the physician by telephone.
7. ABUSE: the County Attorney may request proof of illness or doctor's certificate for any sick leave. Failure to furnish verification when requested will result in loss of sick leave pay. Abuse of sick leave shall be considered basis for denial of further use of the leave privilege for a specified period of time, suspension or dismissal.
8. LIMITATIONS: When an employee requests vacation for a definite period and the request is granted, any period of illness during the period of vacation shall be charged to vacation as originally granted. Sick leave may be used to cover additional absence, subject to approval of the County Attorney.

9. Employees on sick leave may use all accrued vacation after sick leave accumulation has been exhausted. Thereafter, they may request an unpaid leave of absence.
10. Upon verified retirement in the Iowa Public Employees Retirement System the County will reimburse full time employees for 150 hours of accrue sick leave at the employee's hourly rate at that time, provided that the employee has at least 150 hours of accrued sick leave remaining. If the employee has less than 150 hours of accrued sick leave, the County will reimburse the employee for any hours at the appropriate hourly rate.

#### LEAVES OF ABSENCE - ARTICLE 12

Requests for unpaid leaves of absence may be submitted to the County Attorney for approval for up to six (6) months and may be extended for another six (6) months at the discretion of the County Attorney in cases of extenuating circumstances.

#### HEALTH INSURANCE - ARTICLE 13

- A. ACCIDENTAL DEATH AND DISABILITY. All permanent full and part-time employees, as defined herein, shall be provided a \$10,000 accidental death and disability policy. Coverage for eligible employees shall commence on the first of the month following a thirty (30) day waiting period. Coverage under this section shall be for the employee only.
- B. HEALTH INSURANCE. All permanent full and part-time employees, as defined herein, shall have the option to choose between single or family health insurance coverage provided below. Coverage shall commence on the first of the month following a thirty (30) day waiting period.
  1. Fully funded health insurance coverage for hospitalization, medical, surgical, major medical, prescription drugs and optical benefits. The County shall pay the full cost of single or family health, dental and accidental death and disability policies, if coverage is selected under this section.
  2. Health Maintenance Organization coverage benefits determined and provided by the County. The County shall pay up to the full amount provided employees selecting coverage under the fully funded coverage above for single or family health, dental and accidental death and disability policies, if coverage is selected under this section. Costs in excess of the amounts provided for the fully funded insurance, for coverage under this section shall be paid by the

employee.

- C. DENTAL INSURANCE. All permanent full and part-time employees shall be provided single or family dental insurance coverages. Coverage for eligible employees shall commence on the first of the month following a thirty (30) day waiting period.
- D. A permanent full and part-time employee on an authorized leave of absence without pay, may continue to carry health, dental and life insurance coverage, provided the employee pays a prorated portion of the premium based on the length of the unpaid leave.
- E. The parties may open this contract for negotiation if the County institutes substantive changes in health insurance carrier options, coverage or costs.

#### BEREAVEMENT LEAVE - ARTICLE 14

- A. All permanent employees shall be granted upon request a total of three (3) consecutive calendar days off, one of which must be the day of the funeral, in the event of the death of members of the employee's immediate family: child, parent, sibling or grandparent.
- B. One day shall be allowed to attend the funeral of the employee's brother-in-law or sister-in-law.

#### GRIEVANCE PROCEDURE - ARTICLE 15

- A. DISCIPLINE AND DISCHARGE:
  - 1. The County Attorney shall have the right to discipline or discharge an employee for cause.
  - 2. Disciplinary action or measures may include oral reprimand, written reprimand, suspension, demotion and discharge.
- B. DEFINITION: A grievance is defined as a difference of opinion between an employee or a group of employees and the County Attorney, or between the Association and County Attorney with respect to the meaning, interpretation or application of any term or terms of this Agreement or an allegation that there has been a violation, misinterpretation or misapplication of any term or specific provisions of this Agreement. It is recognized that the County Attorney has and will continue to retain the exclusive right and responsibility to operate and manage its programs, facilities, properties and work activities of its employees.

- C. PURPOSE: The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problem, which proceeding will be kept as informal and confidential as may be appropriate at any level of the procedure.
- D. PROCEDURE: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of an employee or the Association to act on any grievance within the proscribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The County Attorney's failure to give a decision within the proscribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual consent.

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or their representative, shall be conducted so as to result in no interference with or interruption whatsoever of the duties and related work activities of the grieving employee or any other employee. The County Attorney shall solely determine whether any interference has occurred under this paragraph.

- STEP 1: An attempt shall be made to resolve any grievance under this Article orally, through an informal discussion between the grievant and the County Attorney. If requested by the alleged aggrieved employee, a representative may be present at the informal discussion. Grievances shall be presented within five working days of the date of occurrence of the event giving rise to the grievance or the grievance shall be considered waived. The County Attorney shall within five working days notify the employee of his/her decision.
- STEP 2: If the grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance in writing with the County Attorney. The written grievance shall state the nature of the grievance, spelling out the specific clause or clauses of the Agreement which have allegedly violated, misinterpreted or misapplied, and shall state the remedy requested and the date of the alleged violation within five working days after meeting with the County Attorney. The County Attorney shall render a written decision to the aggrieved employee and the Union within 10 working days following the meeting.
- STEP 3: In the event the grievance has not been satisfactorily resolved in the second step, the grievance may be appealed within five working days of the receipt of the written decision to the Board

of Supervisors or their designee. The Board of Supervisors or their designee shall, within fifteen working days, respond to the grievance in writing to the employee and the Association. The parties may by mutual agreement and within five working days following the receipt of the written appeal to the Board of supervisors, schedule a meeting to discuss the grievance. The Board of Supervisors or their designee shall respond in writing to the employee and the Union within ten working days following the meeting. Grievances must be taken up promptly and awards and settlements thereof shall in no way be retroactive beyond the date on which the grievance was first presented in written form.

**STEP 4:** Grievances not settled under the preceding steps shall be submitted to bind arbitration, at the written request of the employee and the Association. Request must be received by the County Attorney within ten working days of the receipt of the written response of the Board of Supervisors to Step Three. Within five working days from the date of the receipt of the written request for arbitration, the County Attorney and aggrieved employee and the Association shall meet and either mutually agree upon an arbitrator or jointly petition the Iowa Public Employee Relations Board to submit a list of five arbitrators.

Within seven days after receipt of the list by the parties, they shall strike the first names on the list. They shall alternately strike names and the person whose name is left shall be appointed arbitrator. The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation and application of the terms of the Agreement where the alleged violation occurred.

The arbitrator shall have no power to add to, subtract from, or modify in part or in whole the terms or intent of any other part of this Agreement. The employee found by the grievance procedure to have been wrongly disciplined, suspended or discharged shall be entitled to reinstatement of seniority and payment for time lost, provided, however, that such payment shall take into account any penalty which it is determined would have been justified under the circumstances of the particular case or in compliance with an arbitration award.

The Association may find initially that the employee does not have a grievance and all review by the Association shall cease. The



employee and the County Attorney shall be notified immediately.

Any employee not a member of the Union shall have the right at any time to present his/her grievance to the County Attorney for adjustment with or without the intervention of the Association, as long as such adjustment is not inconsistent with the terms of this Agreement.

#### CONTINUING EDUCATION - ARTICLE 16

Continuing legal education opportunities shall be provided at the discretion of the County Attorney.

#### DURATION - ARTICLE 17

- A. Upon receipt of a written request from the Association, it shall be the mutual obligation of the representatives of the Association and the Board of Supervisors or their designee to meet and confer in good faith with respect to wages, hours and certain other terms and conditions outlined in the Iowa Public Employment Relations Act.
- B. This agreement will be a three year agreement beginning July 1, 2005 through June 30, 2008, with a wage and insurance reopener on July 1, 2006 and July 1, 2007.

#### WORKERS COMPENSATION ARTICLE 18

When an employee of the County sustains a personal injury or illness arising out of and in the course of his/her employment, the employee, for the first three working days of disability, shall use earned sick leave. Beginning on the fourth day following the day of injury, the employee must notify the employer on forms provided by the County whether that employee elects to receive supplemental compensation from the County, in which case, appropriate deductions will be made from the sick leave, vacation or compensatory time of the employee. If the employee elects to receive compensation beyond the amount the worker's compensation provides, that employee is obligated to present to the Personnel Department a copy of the endorsed check received from the Worker's Compensation carrier. The employee will then receive a payroll check for up to the amount of that employee's regular compensation, based on his/her hourly rate and regularly scheduled hours. The difference between the worker's compensation benefits and the full one hundred per cent regular rate of pay shall be deducted from the earned and unused sick leave of the employee. Upon expiration of an employee's accumulated and unused sick leave credits, the employee shall be entitled only to the benefits under the Iowa Worker's Compensation Act.

## MATERNITY LEAVE - ARTICLE 19

Pregnancy shall be treated as an illness and subject to all the provisions of this Agreement regarding sick leave. In compliance with Iowa Code Section 601A, disability caused by pregnancy, miscarriage, childbirth and recovery are temporary disabilities and shall be treated as such under the sick leave plan of this Agreement. If the employee exhausts accrued sick leave, all accrued vacation and personal days can be used by the employee. When accrued sick leave, vacation and personal days are exhausted, employees may apply for temporary unpaid leave of absence under the Family and Medical Leave Act.

## HOLIDAYS - ARTICLE 20

- A. All employees, except probationary, seasonal and temporary employees are eligible for the following paid holidays and subject to the limitations below:

New Years Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Years' Eve Day

- B. Whenever any of the listed Holidays fall on a Saturday, the preceding Friday shall be observed as the Holiday. When a listed Holiday falls on a Sunday, the following Monday shall be observed as the Holiday.
- C. To be credited with these Holidays, it is necessary for the employee to work, or be on pre-requested vacation or sick leave, the day before and after the holiday. Verification may be requested for a sick day taken either before or after the scheduled holiday.
- D. A paid holiday shall be construed to mean payment for the normal schedule of hours of the employee.
- E. Should legal action be initiated against the County for the Good Friday Holiday, the Union agrees to discuss substitution of the Good Friday Holiday for a different Holiday.

## WAGE PLAN - ARTICLE 21

- A. Grade 1 of the salary matrix shall be applicable to attorneys assigned to prosecute misdemeanors
- B. Grade 2 of the salary matrix shall be applicable to Juvenile Attorneys, Child

#### Support Recovery Attorneys and Domestic Abuse Attorneys

- C. Grade 3 of the salary matrix shall be applicable to attorneys assigned to prosecute felonies and civil attorneys
- D. The County Attorney shall determine the appropriate initial grade of each new attorney, subject to Section E of this Article. Employees shall not be demoted in grade except for disciplinary purposes, following procedures in Article 15(A) of this contract.
- E. The newly hired attorneys shall normally start at Step 1 of the salary matrix. However, if in the determination of the County Attorney additional experience is necessary for a vacancy in Grades 2 or 3, she/he will be allowed to start said attorney up to step 4 of the appropriate grade.
- F. Attorneys shall advance to step 2 of the salary matrix after successful completion of 6 months of employment.
- G. Attorney shall advance to the next appropriate step on the salary matrix on the anniversary date of employment with Dubuque County.

#### NO STRIKE/NO LOCKOUT - ARTICLE 22

The Association, its officers or agents, or any of its employees covered by this Agreement and the County, its officers or agents, hereby agree to comply with the terms of Section 20.12, Code of Iowa (1989, as amended).

#### SAVINGS - ARTICLE 23

If any provision of this Agreement is declared by proper legislative, administrative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

#### COMPLETE AGREEMENT AND WAIVER CLAUSE - ARTICLE 24

This Agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions.

APPENDIX "A"  
 ASSISTANT COUNTY ATTORNEYS' ASSOCIATION  
 WAGE SCHEDULE  
 July 1, 2005 - June 30, 2006

STEP	GRADE 1	GRADE 2	GRADE 3
1 part-time	32,666.24	34,481.93	36,297.61
full-time	43,544.99	45,975.90	48,396.82
hourly	20.94	22.10	24.92
2 part-time	35,397.80	37,213.49	39,013.10
full-time	47,197.07	49,617.07	52,017.46
hourly	22.69	23.85	25.01
3 part-time	38,145.43	39,945.05	41,744.66
full-time	50,860.58	53,260.06	55,659.55
hourly	24.45	25.61	26.76
4 part-time	40,796.65	42,660.54	44,492.29
full-time	54,395.54	56,880.72	59,323.06
hourly	26.15	27.35	28.52
5 part-time	43,560.35	45,736.03	47,207.78
full-time	58,080.46	53,658.80	62,943.71
hourly	27.92	29.09	30.26
6 part-time	46,291.91	48,107.59	49,923.28
full-time	61,722.54	64,143.46	66,564.37
hourly	29.67	30.84	32.00
7 part-time	48,155.80	49,923.28	51,738.96
full-time	64,207.73	66,564.37	68,985.28
hourly	30.84	32.00	33.17
8 part-time	49,923.28	51,738.96	53,570.71
full-time	66,654.37	68,985.28	71,427.62
hourly	32.00	33.17	34.34

SIGNATORY CLAUSE

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET  
THEIR HANDS THIS 25th DAY OF FEBRUARY, 2002.

FOR DUBUQUE COUNTY:

FOR THE UNION:

\_\_\_\_\_  
Eric Manternach, Chairperson  
Dubuque County Board of Supervisors

\_\_\_\_\_  
Jean Becker, President

\_\_\_\_\_  
Personnel Director

\_\_\_\_\_  
Dubuque County Attorney

ATTEST:

\_\_\_\_\_  
Denise M. Dolan, County Auditor

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Appendix "C"  
Assistant County Attorneys' Association  
Wage Schedule  
July 1, 2005 through June 30, 2006

Step		Grade 1	Grade 2	Grade 3
1	Part Time	\$36,216.81	\$38,229.84	\$40,242.87
	Full Time	\$48,289.08	\$50,973.12	\$53,657.17
	Hourly	\$23.22	\$24.51	\$25.80
2	Part Time	\$39,245.27	\$41,258.30	\$43,253.52
	Full Time	\$52,327.02	\$55,011.06	\$57,671.36
	Hourly	\$25.16	\$26.45	\$27.73
3	Part Time	\$42,291.54	\$44,286.76	\$46,281.97
	Full Time	\$56,355.72	\$59,049.01	\$61,709.30
	Hourly	\$27.11	\$28.39	\$29.67
4	Part Time	\$44,153.66	\$47,297.40	\$49,328.25
	Full Time	\$59,906.55	\$63,063.21	\$65,874.50
	Hourly	\$28.81	\$30.32	\$31.67
5	Part Time	\$46,964.20	\$50,308.05	\$52,338.90
	Full Time	\$64,393.35	\$67,077.39	\$69,785.19
	Hourly	\$30.96	\$32.25	\$33.55
6	Part Time	\$51,323.58	\$53,336.50	\$55,349.54
	Full Time	\$68,431.30	\$71,115.34	\$73,799.39
	Hourly	\$32.90	\$34.19	\$35.48
7	Part Time	\$53,387.95	\$55,349.54	\$57,362.57
	Full Time	\$71,115.34	\$73,799.39	\$76,483.43
	Hourly	\$34.19	\$35.48	\$36.77
8	Part Time	\$55,349.54	\$57,362.57	\$59,393.43
	Full Time	\$73,799.39	\$76,483.43	\$79,191.23
	Hourly	\$35.48	\$36.77	\$38.08

SIGNATORY CLAUSE

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET  
THEIR HANDS THIS 25th DAY OF FEBRUARY, 2002.

FOR DUBUQUE COUNTY:

FOR THE UNION:

Eric Manternach 12-13-04

Eric Manternach, Chairperson  
Dubuque County Board of Supervisors

Jean A Becker

Jean Becker, President

Mary Ann Spelt 12-14-04

Personnel Director

Jeff McLaw 1-6-04

Dubuque County Attorney

ATTEST:

Denise M. Dolan

Denise M. Dolan, County Auditor